

U.S. DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

~~CIRCUIT COURT FOR BALTIMORE CITY CIVIL DIVISION~~

ROBIN MURDOCK

1345 SARGEANT STREET

BALTIMORE, MARYLAND 21223

Plaintiff, (Injured party)

VS.

BWW LAW GROUP.

CARRIE M. WARD, HOWARD N. BIERMAN

JACOB GEESING

4520 EAST WEST HIGHWAY, SUITE 200

BETHESDA MARYLAND 20814

Case: 1:14-cv-02100
Assigned To : Unassigned
Assign. Date : 12/12/2014
Description: Pro Se Gen. Civil

FREEDOM MORTGAGE CORPORATION

THOMAS P. DORE

11350 MCCORMICK ROAD,

HUNT VALLEY, MARYLAND 21031,

CIVIL ACTION NO

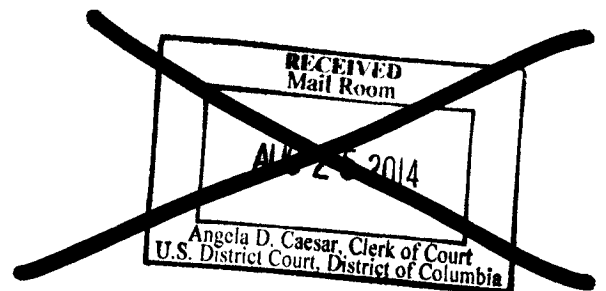
ADMINISTRATOR OF DISTRICT COURT

CYTHNIA JONES, LYNN STEWART,

MICHEL PIERSON, VIDETTA BROWN,

111 NORTH CALVERT STREET, Room 462,

BALTIMORE, MARYLAND 21202-1779,



FREEDOM MORTGAGE CORPORTATION

STAN MIDDLEMAN,

970 Pleasant Valley Suites 3,

Mount Laurel, New Jersey 08054,

JP MORGAN CHASE BANK N. A.

JAMIE DIAMOND

, 270 Park Avenue 39th floor

New York 10017

COMPLAINT

TRIAL BY JURY

Murdock, Robin

3rd Party Intervener

AND NOW, comes the PLAINTIFF's, 3rd Party Intervener Robin Yvette Murdock, sui juris, by special restricted appearance, the living woman, created in the image of my God; "Genesis 1:26-28, King James Bible", a sovereign national on the land, within the organic law and organic geographic boundaries of the perpetual union and confederate republic of the united States of America; in honor and at arm's length with clean hands, as a secured party creditor and holder-in-due-course, on behalf of the Plaintiff, ROBIN MURDOCK having a home Port of residence located at: 1345 Sergeant Street, Baltimore, Maryland 21223. See exhibit "A, A1", UCC 1 Financial Statement, exhibit "B, B-1, B-2", Doing Business As No. 14044171-1, exhibit "C, c-1, C-2, C-3, C-4", Affidavit of Ownership, Certificate of Title the Birth Certificate No. 14044171-3, exhibit "D, D-1, D-2, ", Certificate copy of Live Birth No. 14044171-2.

WHEREFORE THE PLANTIFF: hereby *Petitions* and *Moves* this court to permit their intervention, by and through this, "COMPLAINT" on behalf of the named Plaintiff, ROBIN MURDOCK, in which Robin Murdock the living woman have been surreptitiously treated as a corporate fiction by the defendants JP MORGAN CHASE BANK N.A., and BWW LAW GROUP LLC. AS TRUSTEE, along with their cohorts CARRIE M. WARD, HOWARD N. BIERMAN, JACOB GEESING, CYTHNIA JONES, LYNN STEWART, MICHEL PIERSON, VIDETTA BROWN, STAN MIDDLEMAN, JAMIE DIAMOND and THOMAS P. DORE. with regards to the Foreclosure and Sale of the Plaintiff's property.

The plaintiff, a corporate entity, cannot represent itself in the above captioned action without a 3rd party intervener. I do not waive any of my inalienable rights and I stand upon my unlimited liability as a secured party creditor and request that the defendants do the same.

I respectfully request the indulgence of this Court in that I am not schooled in law and only received a crash course from friends in order to represent the plaintiff and save my interest in the plaintiff's real property. A precedent has been established, requiring the Courts to exercise judicial indulgence for lay people who have elected to represent themselves. [*Haines v. Kerner, 404 U. S. 51*]. The plaintiff's "*Power of Attorney*," is incorporated herein and marked as exhibit "M, M-1, M-2.

The defendant's Foreclosure and Sale is an obvious continuation of a well choreographed plan, designed to injure the plaintiff by the theft of the equity, value and Title to her real property and subsequently destroy her unlimited credit. The defendants is not a *Party-in-Interest* and has no *Standing* to Foreclose upon the plaintiff and therefore cannot, "*State A Claim Upon Which This Court Can Grant Relief*," pursuant to Rule 12 (b)(6).

VENUE AND JURISDICTION

This CIRCUIT COURT FOR BALTIMORE CITY CIVIL DIVISION has venue in that the location of the plaintiff's real property is located within the geographical boundaries of the Court's judicial district. Personam jurisdiction is granted by consent of the 3rd party intervener, acting on behalf of the plaintiff by Power of Attorney, through their special restricted appearance. Subject

matter jurisdiction is present in that the expanded authority of the Court includes disputes as to title and ownership of real property and in that the defendants, as registered corporations under the state and is not living men; has no lawful rights except by contract, to dispute or challenge the authority or jurisdiction of this Court, *"Pursuant to the Organic Law of America"* and despite the fact that the defendants has no lawful right or standing to Foreclose.

PETITIONERS RESPECTFULLY REPRESENT THAT

1] The plaintiff funded their own financing to purchase the property located at: 1345 Sergeant Street, Baltimore, Maryland 21223. The plaintiff does not know how the defendants became involved in the ownership of their property. The plaintiff tendered a, *"Promissory Note,"* in exchange for a, *"Bank Check Note,"* with another Corporate Bank which was factually an even exchange! The enclosed, *"Memorandum of Law Exhibit E,* proves that their *"Promissory Note,"* is actually a *deposit* and that it was the obligation of the Bank or Loan Company under GAAP accounting practices to provide the depositor access to those funds in full!

2] This exchange of, *"Promissory Notes,"* was necessary because at the time, the plaintiff and the public have been indoctrinated to believe that, *"Federal Reserve Notes and Bank Notes,"* are the only thing of any value in this society! The plaintiff now understands the Emergency Banking Act of 1933, that this corporate government and the corporate banks cannot exist without the good faith, credit and sweat equity of the living woman, to breathe life into such fictional entities! Absent the indoctrination mentioned, the plot

choreographed by the many corporations involved, with the assistance of the Courts, could never succeed!

3] The defendants JP MORGAN CHASE BANK N.A., BWW LAW GROUP LLC. and cohorts CARRIE M. WARD, HOWARD N. BIERMAN, JACOB GEESING deceived this court into believing that a loan contract had been created, upon the equal exchange of, "*Notes*," exhibit "F, F-1" and which necessitated the plaintiff's repayment. Such contracts require an offer, acceptance and consideration and complete understanding. The defendants deceptively relies upon the plaintiff's "*Promissory Note*," and fraudulent "*loan contract*," as evidence of a loan when in reality there never was any, "*consideration*," provided for the plaintiff, "*Promissory Note*," and no complete understanding of the terms. The defendants did not endorse the fraudulent, "*loan contract*," because no actual money was ever loaned and no actual money, backed by gold or silver, ever changed hands. The bank did not sign the note nor an authorized representative. Absent, "*consideration*," "*terms*" and an "*endorsement*," no loan contract exists! The defendants suffered no injury or financial loss and the, "*Promissory Note*," or fraudulent "*Loan Contract*," and fails to prove a loss. Only bookkeeping entries in the format of a, "*Forensic Accounting*," Audit Report, Mortgage Analysis Securitization Report exhibit(s) "G", H, can prove any financial loss or actual damage and without establishing, "*injury*," the defendants has no, "*Standing*," to foreclose or sue!

4] The defendants, JP MORGAN CHASE BANK N.A. (Jamie Diamond) and BWW LAW GROUP, LLC, along with cohorts CARRIE M. WARD, HOWARD N.

BIERMAN and JACOB GEESING is guilty of CONSPIRACY, THEFT, FRAUD and RACKETEERING and therefore has no STANDING in a Court as a PARTY-OF-INTEREST, or to foreclose upon the plaintiff's property. Corporations have no immunities according to 15 USC Chapter 22, Section 1122. The filing of a Lien against the plaintiff's Title and the assignment of a Trustee is all a part of the FRAUD.

5] Out of pure ignorance and having been deceived into believing that payments were owed, the plaintiff began to render monthly installments to a JP MORGAN CHASE BANK N.A. in payment of a fictitious and imaginary loan. A *Forensic Accounting*, would show that these payments were being transferred to another undisclosed party in accordance with *GAAP regulations* and deposited into an unidentified, "*Savings Account*," as explained in the affidavit of Walker F. Todd. Incorporated herein is the affidavit of, Walker F. Todd, attorney and Legal Officer of the Federal Reserve Bank, acting as an Expert Witness in a Michigan Circuit Court, Case No. 03-047448-CZ, marked, "*plaintiff exhibit, 'I.'*" And the "*Credit River*" case of Minnesota, December 07, 1068, when the Banks decided to make "*money out of thin air*," – state exhibit "J".

6] The named defendants declared the plaintiff was in breach of contract via an undated, Notice of Trustee's Sale, but absent any proof or presentment of an, ORIGINAL WET-INK SIGNATURE PROMISSORY NOTE OR LOAN CONTRACT, the defendant subsequently foreclosed upon the Title to the plaintiff real property, despite the fact that the plaintiff is a private Banker, Principal and, "HOLDER-IN-DUE-COURSE."

7] Pursuant to the Uniform Commercial Code, before a Commercial Bank or Loan Company can declare a, "*breach*," they must first make a presentment of the Promissory Note [3-501] and the presentment must be dishonored [3-502]. Then the Bank or Loan Company must mail a Notice of Dishonor [3-503] however if the maker of the "Promissory Note," or instrument claims to be the, "*Holder-in-due-course*," the debt is discharged without recourse pursuant to section [3-601]. Tender of payment is referred to under section [3-603] and any and all alterations to the instrument void the instrument and the obligation is discharged by cancellation or renunciation under section [3-604].

8] The defendants cannot produce the original, "*Promissory Note*," or "*loan contract*," because it was collateralized by the defendants or original Bank or Loan Company involved. The only exceptions permitted for not producing these original documents is identified under section [3 § 504] of the Uniform Commercial Code.

9] A "*Mortgage Note*," and the "*Deed of Trust*," or other similar "*Security Instrument*," are "*Securities*," by definition under the law. The Securities and Exchange Commission regulates securities, which is an agency of the Federal Government. There are very strict regulations about what can and cannot be done with, "*Securities*," and there are very strict regulations that apply to the, "*reproduction*" or "*copying*" of "*Securities*": The Counterfeit Detection Act of 1992, Public Law 102-550, in Section 411 of Title 31 of the Code of Federal Regulations, permits color illustrations of U.S. currency provided: *The*

illustration is of a size less than three-fourths or more than one and one half, in linear dimension, of each part of the item illustrated.

Title 18 USC § 472-473 discusses Uttering, Dealing and mediums to produce counterfeit obligations or securities.

“Whoever, with intent to defraud, passes, utters, publishes, or sells, or attempts to pass, utter, publish, or sell, or with like intent brings into the United States or keeps in possession or conceals any falsely made, forged, counterfeited, or altered obligation or other security of the United States, shall be fined under this title or imprisoned not more than 20 years, or both”.

10] The defendant’s demand is contrary to the Uniform Commercial Code, Section [3-103], *“Negotiable Instruments”* and [3-104], *“Definitions,”* which defines a, *“negotiable instrument,”* as: *“a check, cashier’s check, promise, order, note and draft.”* There is no true discernable difference between these instruments, except for their origin, which is *first*, an unlawful demand and, *secondly*, a discriminating and an unenforceable demand and condition since no debts can ever be paid but only, *“discharged or settled,”* but it does prove the defendant’s underlying intent and motive, which was to steal the equity, value and Title to the plaintiff’s real property. The plaintiff requests that this Court take judicial notice of the above referenced Uniform Commercial Code Section and sub-sections.

11] The defendants, JP MORGAN CHASE BANK N. A., And BWW LAW GROUP, LLC. who is not a, *“Party-of-Interest,”* under any stretch of the imagination, subsequently engaged the services of another corporate entity named, BWW Law Group, LLC. to act as, *“Trustee.”* On the original, Thomas

Dore acted as "Trustee". However, CARRIE M. WARD, HOWARD N. BIERMAN, JACOB GEESING, became the New "Trustees".

12). The Appointment of Substitute Trustee exhibit K, which appoint Howard N.

Bierman, Jacob Geesing, and Carrie M. Ward was dated September 05, 2012 and was signed by JP Morgan Chase Bank as the holder of the note, though there does not appear to be any assignment to JP Morgan Chase Bank from Freedom Mortgage Corporation and the alleged sale of the property and accompanying Deed of Trust and Note did not take place until January 31, 2014. A review of the original Note and Deed of Trust exhibit "L" front and back should occur to ensure all the proper endorsements are present. JP Morgan Chase was assigned the rights prior to the September 05, 2012 signature date on the Appointment of Substitute Trustee. If there was no assignment, JP Morgan Chase Bank did not have authority to appoint a substitute trustee and any action taken against the plaintiff in regards to the real property by any of the listed substituted trustee would be invalid.

13] *If a debt actually existed*, neither JP MORGAN CHASE BANK, BWW LAW GROUP or (MERS), (Whom is on the original fraudulent unenforceable contract) had any right or authority to do anything and yet, JP MORGAN CHASE BANK N.A. and cohorts CARRIE M. WARD, HOWARD N. BIERMAN, JACOB GEESING on June 14, 2012, sold, assign, sell, transfer for good and valuable consideration hereby acknowledged the unsigned from, MERS, foreclosed on the Title to the plaintiff's real property. The following case is

from Kansas, which explains the law of foreclosure and [MERS] unlawful involvement, which was never repealed. [National Bank v. Kesler, 2009 Kan. LEXIS 834] *'The Kansas Supreme Court held that MERS [Mortgage Electronic Registration Systems] had no right or standing to bring an action for Foreclosure, Sale or suit. That MERS is more akin to that of a strawman; than to a party of interest, possessing all the rights given a buyer. One cannot assign a mortgage without the assignment of the debt.'*

14) The "Deed of Trust" and the "Note", traveled in 2 different paths. The Deed of Trust and the Note should have been transferred at the time of the assignment of the real property and documents (original) should be placed with the custodian.

15). "The Mortgage Note shall include all intervening endorsement showing a complete chain of title from the originator to the last endorsee."

16). The mortgage loan and Note to have been property conveyed the Note would have had to been property endorsed by all intervening parties from the loan originator, Freedom Mortgage Corporation, to the current investor, JP Morgan Chase Bank N.A.

17). The Assignment of Deed of Trust exhibit "N", was not recorded in land records until June 14, 2012. The original alleged contract was March 07, 2008. The note did not convey with their trust agreement and neither was recorded, (The Original Note and the Original Assignment), they had to have been recorded in the county land records within 90 days of transferring.

18). The FDCPA prohibits debt collectors from interalia, engaging in harassing or deceptive practices the cohorts for BWW LAW GROUP, are debt collectors and are prohibited to foreclose on any property under these Laws exhibit "O".

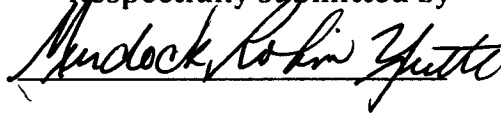
19]. The 3rd Party Intervener's only hope to obtain justice and a remedy for the plaintiff is to bring these facts into the courtroom and have the Court either confirm or deny the plaintiff claim; enter a judgment award and Order redemption and damages to the correct injured party. Absent the proof of a wet-ink signature loan contract or promissory note, the defendants cannot justify a claim upon which the Court can grant relief.

20]. The plaintiff has been injured by the defendant's attempt to foreclose upon the plaintiff's Title to real property and subsequently steal the Title and equity in said real property. The plaintiff requests that this Court dismiss the defendant's lien and claim to the plaintiff's title to real property and to enter redemption on behalf of the plaintiff and enter a judgment for compensatory and punitive damages in an amount of, \$ 3,000,000 USD and treble.

08/21/2014

date

Respectfully submitted by



Murdock, Robin Yvette, sui juris

3rd Party Intervener, by special restricted appearance

Without prejudice or recourse, UCC 1-308

JURAT


I, Murdock, Robin, sui juris, the Movants, Petitioners and 3rd Party Intervener, hereby affirm upon their unlimited credit and liability that the contents of this action are true and correct to the best of their information, knowledge and belief.

By: 

Murdock, Robin Yvette sui juris,
Secured Party Creditor and 3rd Party Intervener
by special restricted appearance,
Without prejudice or recourse, UCC 1-308

Sworn to and subscribed before me this

22 day of August,
2014 at 3061 Frederick Ave.,
in Baltimore, Maryland.


Maryland Notary Public

SEAL

PATRICIA ANN STRAHLER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 3, 2014



State of Maryland, Baltimore County, to-wit:

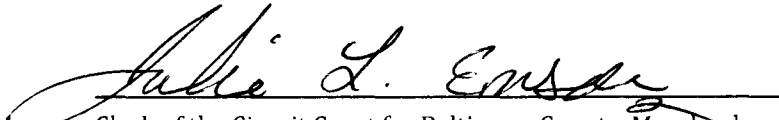
I, Julie L. Ensor, Clerk of the Circuit Court for Baltimore County, Maryland, a court

of record, do hereby certify that PATRICIA ANN STRAHLER was

commissioned/appointed and qualified a Notary Public commencing on 9/14/2010.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Court

on this 22nd day of August, 2014.


Clerk of the Circuit Court for Baltimore County, Maryland